

ANNEX A
MODEL PROJECT AGREEMENT

TO THE

U.S. DOD - INDIA MOD RESEARCH, DEVELOPMENT, TESTING, AND EVALUATION
PROJECTS AGREEMENT

DATED

PROJECT AGREEMENT NO. _____ *

between

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

and

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF INDIA

CONCERNING

(FULL DESIGNATION OF THE PROJECT)

* **The Project Agreement Numbers shall be structured as follows:**

XX-NN-nnnn where XX is a U.S. Military Department or Defense Agency designator such as N for Navy, A for Army, AF for Air Force, AR for ARPA, etc.; NN is the calendar year, and nnnn is a sequential number.

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(At a minimum, a PA should include the above Articles. If additional topics need to be addressed, articles, annexes, or special provisions should be included as necessary and appropriate.)

ARTICLE I

INTRODUCTION

This Project Agreement (PA) is entered into pursuant to the Agreement between the Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defence of the Republic of India (IN MOD) concerning Research, Development, Testing, and Evaluation Projects of (date).

ARTICLE II

DEFINITION OF TERMS AND ABBREVIATIONS

(Define only those terms used in this PA that have not been defined in the Agreement.)

ARTICLE III

OBJECTIVES

The objectives of this _____ PA are:

- a. the development of _____

- b. the improvement of _____

ARTICLE IV

SCOPE OF WORK

The following work shall be undertaken under this PA.

- a. Develop _____

- b. Evaluate _____

- c. Design, fabricate and test _____

ARTICLE V

SHARING OF TASKS

The sharing of tasks shall be as follows:

- a. The U.S. DoD will _____

- b. The Indian MOD will _____

- c. U.S. DoD and Indian MOD will jointly _____

ARTICLE VI

BREAK DOWN AND SCHEDULE OF TASKS (OPTIONAL)

(Use this format when the tasks covered under this Project may be performed using multiple phases, requiring milestones or decision points.)

The Project shall proceed according to the following phases and schedule:

<u>Phase 1</u>	<u>Start</u>	<u>End</u>
Description of Phase 1	MM/DD/YY	MM/DD/YY

(Milestone 1) (e.g., Transmittal of Feasibility Report)

<u>Phase 2</u>	<u>Start</u>	<u>End</u>
Description of Phase 2	MM/DD/YY	MM/DD/YY

(Milestone 2) (e.g., Decision to proceed to Phase 3)

<u>Phase 3</u>	<u>Start</u>	<u>End</u>
Description of Phase 3	MM/DD/YY	MM/DD/YY

(Milestone 3) (e.g., Evaluation, analysis of results)

(Add as many phases as necessary.)

The final report must be transmitted to the MAs six months before the termination date for this PA.

ARTICLE VII
MANAGEMENT

(If a PA does not require a Steering Committee, use the following format to set forth how the PA will be managed.)

Alternative 1

1. This PA shall be directed and administered on behalf of the Parties by one Project Officer (PO) from each Party. The POs are:

U.S. PO	Title/Position	_____
	Organization	_____
	Address	_____ _____ _____
IN PO	Title/Position	_____
	Organization	_____
	Address	_____ _____ _____

2. Project Offices shall be established in _____ (name of U.S. location) and in _____ (name of India location). The POs are responsible for management of those tasks listed as national responsibilities in Article V (Sharing of Tasks) in this PA.

3. Particular Management Procedures:

(Mention only those additional management responsibilities not covered under Article IV of the Agreement.)

(If a Project requires the establishment of a Steering Committee, use the following format to set forth how the Project will be managed.)

Alternative 2

1. This PA shall be directed and administered on behalf of the Parties by an organization consisting of a Steering Committee (SC) and one Project Officer (PO) from each Party. The SC members are:

U.S. Co-Chairman	Title/Position	_____
	Organization	_____
	Address	_____ _____ _____

IN Co-Chairman	Title/Position	_____
	Organization	_____
	Address	_____ _____ _____

2. The POs are:

U.S. PO	Title/Position	_____
	Organization	_____
	Address	_____ _____ _____

IN PO	Title/Position	_____
	Organization	_____

Address _____

3. Particular Management Procedures:

(Mention only those additional management responsibilities not covered under Article IV of the Agreement. For instance, if a PA involving a complex scope of work and significant financial and non-financial contributions will be administered by one joint program office staffed by members from each Party (Cooperative Project Personnel (CPP)), add the following paragraph:

4.X. Either Party may assign Cooperative Project Personnel (CPP) to the JPO to assist in administering a PA. The Host Party shall provide office space and administrative support to personnel of the other Party in accordance with the host Party's normal practice. A Party's assigned personnel shall be subject to the normal procedures and regulations of the Host Party. Provisions for the personnel provided are described in Appendix A of this PA.)

ARTICLE VIII

FINANCIAL PROVISIONS

The Parties estimate that the cost of performance of the tasks under this PA shall not exceed U.S. \$.

Cooperative efforts of the Parties over and above the jointly agreed tasks set forth in the SCOPE OF WORK, SHARING OF TASKS, and FINANCIAL PROVISIONS Articles shall be subject to amendment to this PA or signature of a new PA.

(If a PA will involve the assignment of CPP, the PA shall include a provision that refers to paragraphs 5.6. - 5.8. of the Agreement, identifies which Party is sending or hosting CPP, and specifies the number of CPP to be assigned. In addition, the PA shall include the amount of financial and non-financial contributions related to CPP in one of the two alternatives below in this Article.)

(If a PA will not involve one Party contracting for the other or both Parties, and no funds will be exchanged between the Parties, use the following format for the Financial Provisions. Both financial and non-financial contributions should be included in the total U.S. DoD and IN MOD costs.)

Alternative 1

The U.S. DoD tasks shall not cost more than: _____ U.S. \$.

The IN MOD tasks shall not cost more than: _____ India rupees.

Or:

(If a PA will involve one Party contracting for the other Party or both Parties, or the Parties will transfer or exchange funds between them, use the following format for the Financial Provisions.)

Alternative 2

(Cost of performance includes Financial and Non -financial Costs.)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
IN						
U.S.						

(Using the above table and whatever description is necessary, explain and demonstrate how the PA will be funded. Identify both financial (funds) and non-financial (range time, use of equipment, etc.) contributions and identify the amount of funds to be transferred between the Parties.)

(The Financial Management Procedures Document (FMPD) should be developed by the POs and submitted to the SC (if appropriate) for approval. The FMPD should include at a minimum schedule, handling, funding levels by year, and auditing procedures for monetary contributions anticipated for this PA.)

ARTICLE IX

CLASSIFICATION

The existence of this PA and its contents is UNCLASSIFIED.

Only one of the two following possibilities must be selected:

- a. **No Classified Information shall be exchanged under this PA; or**
- b. **The highest level of Classified Information exchanged under this PA is: [other than unclassified (specify)].**

ARTICLE X

PRINCIPAL ORGANIZATIONS INVOLVED

(List government laboratories, research centers, and other organizations for both the United States and India)

ARTICLE XI

PROJECT EQUIPMENT

NOTES:

1. In the event that the collaborative efforts under the PA require the provision of Project Equipment to either Party, then a list of such Project Equipment must be developed in general accordance with the following table. (See also Annex C.)

Providing Party	Receiving Party	QTY	Description	Part/ Stock #	Consumables/ Non-Consumables	Approx Value

2. If jointly acquired Project Equipment is an aspect of the collaborative efforts under the PA, then terms and conditions for the disposal of such jointly acquired Project Equipment must be included in the PA.

ARTICLE XII

SPECIAL PROVISIONS

All activities of the Participants under this PA will be carried out in accordance with their national laws and regulations, including their export control laws and regulations.

ARTICLE XIII

ENTRY INTO FORCE, DURATION AND TERMINATION

This _____ PA, a Project under the Memorandum of Agreement between the Department of Defense of the United States of America and the Ministry of Defence of the Republic of India for Research, Development, Testing, and Evaluation Projects dated August/September XX, 2005 shall enter into force upon signature by the Agreement Management Agents, and shall remain in force for _____ years unless terminated by either Party. It may be extended by written agreement of the Parties.

ARTICLE XIV

ASSIGNMENT OF (INSERT NAME OF PROJECT) COOPERATIVE
PROJECT PERSONNEL

[Should it be determined that Cooperative Project Personnel will be utilized for this PA, the format at Annex B will be used and will become Appendix 1 to the PA.]

DONE, in two originals, in the English language.

For the Department of Defense
of the United States of America

Signature

Name

Title

Date

Location

For the Ministry of Defence
of India

Signature

Name

Title

Date

Location

ANNEX B

COOPERATIVE PROJECT PERSONNEL

1.0. Purpose and Scope:

1.1. This Annex establishes the conditions that shall govern the conduct of Cooperative Project Personnel (CPP). The Parent Party shall assign military members or civilian employees to the Program Office in accordance with Article IV (Management) and this Annex. CPP must be able to perform all the responsibilities assigned to them under this Agreement. Commencement of assignments shall be subject to any requirements that may be imposed by the Host Party or its government regarding acceptance of CPP, such as, but not limited to, visas and visit request documentation. The SC shall determine the length of tour for the positions at the time of initial assignment.

1.2. CPP shall be assigned to a Program Office for Project work and shall report to their designated Program Office supervisor regarding that work. The PO shall be responsible for the creation of a document describing the duties of each CPP position, which will be subject to approval by the SC. CPP shall not act as liaison officers on behalf of the Parent Party. CPP may act from time to time on behalf of their respective SC member if the latter so authorizes in writing.

1.3. CPP shall not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Party's government.

2.0. Security:

2.1. The SC shall establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities in which Classified Information is used in accordance with the Project Security Instruction (PSI) and Classification Guide (CG). Access to Classified Information and facilities in which Classified Information is used shall be consistent with, and limited by, Article II (Objectives) and Article III (Scope of Work) of this Agreement and will be kept to the minimum required to accomplish the work assignments.

2.2. The Parent Party shall file visit requests for the CPP through prescribed channels in compliance with the Host Party's procedures. As part of the visit request procedures, the Parent Party shall cause security assurances to be filed, through its Embassy in Washington, DC, or New Delhi, India, as applicable, specifying the security clearances for the CPP being assigned.

2.3. The Host Party and Parent Party shall ensure that CPP assigned to the Program Office are aware of, and comply with, applicable laws and regulations as well as the requirements of Article IX (Controlled Unclassified Information), Article X (Visits to Establishments), Article XI

(Security), and Article XVII (Amendment, Termination, Entry into Force, and Duration) of this Agreement and the provisions of the PSI and CG. Prior to commencing assigned duties, CPP will, if required by the Host Party's government laws, regulations, policies, or procedures, sign a certification concerning the conditions and responsibilities of CPP.

2.4. CPP shall at all times be required to comply with the security and export control laws, regulations, and procedures of the Host Party's government. Any violation of security procedures by CPP during their assignment shall be reported to the Parent Party for appropriate action. CPP committing significant violations of security and export control laws, regulations, or procedures during their assignment shall be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by their Parent Party.

2.5. All Classified Information made available to CPP shall be considered as Classified Information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for in Article XI (Security), the PSI, and CG.

2.6. CPP shall not have personal custody of Classified Information or Controlled Unclassified Information unless approved by the Host Party and as authorized by the Parent Party. They shall be granted access to such Information in accordance with Article IX (Controlled Unclassified Information), Article XI (Security), and the PSI during normal duty hours at the Program Office and when access is necessary to perform Project work.

2.7. CPP assigned to the Program Office shall not serve as a conduit between the Host Party and Parent Party for requests and/or transmission of Classified Information or Controlled Unclassified Information unless specifically authorized by the PSI.

3.0. Technical and Administrative Matters:

3.1. Consistent with Host Party's government laws and regulations, CPP shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank and in comparable assignments. Further, to the extent authorized by Host Party's government laws and regulations, CPP and their authorized dependents shall be accorded:

3.1.1. exemption from any Host Party's government tax upon income received from the Parent Party; and

3.1.2. exemption from any Host Party's government customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.

3.2. On arrival, CPP and their dependents shall be provided briefings arranged by the Program Office about applicable laws, orders, regulations, and customs and the need to comply with them. CPP shall also be provided briefings arranged by the Program Office regarding entitlements, privileges, and obligations such as:

- 3.2.1. any medical and dental care that may be provided to CPP and their dependents at Host Party medical facilities, subject to the requirements of applicable laws and regulations, including reimbursement requirements;
 - 3.2.2. purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents, subject to the requirements of applicable laws and regulations; and
 - 3.2.4. responsibility of CPP and their accompanying dependents to obtain motor vehicle liability insurance coverage in accordance with the laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP, the recourse shall be against such insurance.
- 3.3. The PO, through the Program Office, shall, in consultation with the CPP, establish standard operating procedures for CPP in the following areas:
- 3.3.1. working hours, including holiday schedules;
 - 3.3.2. leave authorization, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Party and Parent Party;
 - 3.3.3. dress regulations, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Party and Parent Party; and
 - 3.3.4. performance evaluations, recognizing that such evaluations will be rendered in accordance with the Parent Party's military or civilian personnel regulations and practices.
- 3.4. CPP committing an offense under the laws of the government of the Host Party or Parent Party may be withdrawn from this Project with a view toward further administrative or disciplinary action by the Parent Party. Disciplinary action, however, shall not be taken by the Host Party against CPP, nor shall the CPP exercise disciplinary powers over the Host Party's personnel. In accordance with Host Party's government laws and regulations, the Host Party shall assist the Parent Party in carrying out investigations of offenses involving CPP.
- 3.5. During their Program Office assignment, CPP shall not be placed in the following duty status or environments unless mutually decided by the SC:
- 3.5.1. areas of political sensitivity where their presence may jeopardize the interests of either the Host Party or Parent Party, or where, in the normal course of their duty, they may become involved in activities which may embarrass either Party;
 - 3.5.2. deployments in non-direct hostility situations, such as UN peacekeeping or multinational operations, or third countries; and

- 3.5.3. duty assignments in which direct hostilities are likely. Should a Program Office to which CPP are assigned become involved in hostilities unexpectedly, CPP assigned to that Program Office shall not be involved in the hostilities. Any such CPP approved by the SC for involvement in hostilities shall be given specific guidance as to the conditions under which the assignment shall be carried out by the appropriate authorities of the Host Party and Parent Party.

ANNEX-C

INVENTORY OF PROJECT EQUIPMENT EXCHANGES

<u>Nomenclature</u>	<u>Part No./</u> <u>Model No.</u>	<u>Replacement</u> <u>Value</u>	<u>Receiving</u> <u>Party</u>	<u>Date</u> <u>Transferred</u>
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[This list will be developed for each PA requiring the exchange or loan of equipment from one Party to the other and will become an Appendix to the appropriate PA.]